IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

KIMBERLY DOYLE, Individually and on   **PLAINTIFFS**
Behalf of All Others Similarly Situated

vs.   No. 6:22-cv-854-ADA-JCM

TPUSA, INC.   **DEFENDANT**

JOINT MOTION FOR APPROVAL OF SETTLEMENT

Plaintiff Kimberly Doyle and Defendant TPUSA, Inc., hereby file this Joint Motion for Approval of Settlement. Plaintiff and Defendant (collectively "the Parties") seek approval of their Confidential Settlement Agreement ("Agreement"). The Agreement and Plaintiff's damages calculations in support are filed under seal as Exhibits 1 and 2.

I. BACKGROUND

Plaintiff filed this lawsuit against Defendant alleging violations of the Fair Labor Standards Act (the "FLSA"). *See* ECF No. 1. Plaintiff specifically alleged that Defendant failed to pay Plaintiff for time spent booting up her computer, which Plaintiff alleged led to overtime violations for hours worked in excess of 40 each week. *See id.* Defendant filed an Answer and, later, an Amended Answer denying Plaintiff's allegations and maintaining that Plaintiff was adequately compensated for all hours worked. *See* ECF Nos. 12 & 14.

Following some discovery, counsel for the Parties entered into arm's-length settlement discussions. Through these negotiation efforts, the Parties have arrived at the

Page 1 of 5
Kimberly Doyle, et al. v. TPUSA, Inc.
U.S.D.C. (W.D. Tex.) No. 6:22-cv-854-ADA-JCM
Joint Motion for Approval of Settlement

69398343;2

key terms of their settlement and have since memorialized their complete agreement in the fully executed Agreement. The Parties now seek this Court's approval of the Agreement.

II. THE NEED FOR COURT APPROVAL

While Court approval of a bona-fide dispute under the FLSA is not always required in the Fifth Circuit, the parties are nonetheless seeking court approval of the settlement in order to ensure the effectiveness of their settlement. *See* 29 U.S.C. § 216; *Martin v. Spring Break '83 Productions,* 688 F.3d 247 (5th Cir. 2012)*; Martinez v. Bohls Bearing Equip. Co.,* 361 F.Supp.2d 608 (W.D. Tex. 2005); *Lynn's Food Stores, Inc. v. United States,* 679 F.2d 1350, 1353 (11th Cir. 1982); *see also D.A. Schulte, Inc. v. Gangi,* 328 U.S. 108 (1946); *Jarrad v. Southeastern Shipbuilding Corp., 163* F.2d 960, 961 (5th Cir. 1947)*.*

III. THE SETTLEMENT IS FAIR AND REASONABLE

The Parties' settlement is fair and reasonable because it resolves bona fide disputes. Plaintiff claims that Defendant failed to pay her for compensable time spent booting up her work computer. Defendant denies Plaintiff's allegations and maintain that Plaintiff was fully and adequately compensated for all hours of work she performed.

Using time and payroll records provided by Plaintiff, Plaintiff's counsel calculated Plaintiff's damages using her estimates of computer start-up time as referenced in the Complaint as well as her estimates of other work performed off-the-clock. A copy of the damages spreadsheet is filed under seal as Exhibit 2. Under the terms of the settlement, Plaintiff is receiving a reasonable amount in settlement of this claim.

Page 2 of 5
Kimberly Doyle, et al. v. TPUSA, Inc.
U.S.D.C. (W.D. Tex.) No. 6:22-cv-854-ADA-JCM
Joint Motion for Approval of Settlement

69398343;2

Given the above bona-fide disputes surrounding liability and damages, the Parties believe the instant settlement is fair and reasonable under the facts and circumstances of this particular case. In further support of the motion, the Parties note that counsel for Plaintiff and counsel for Defendant have substantial experience in litigating employment law matters, including FLSA claims, and have advised their clients on the terms of the proposed settlement.

The Agreement also includes a component of attorneys' fees and costs. Should the Court wish to assess this amount for reasonableness, Plaintiff's counsel avers they are reasonable. To date, Plaintiff's counsel has incurred over $11,500.00 in attorneys' fees and costs on this matter, taking it from preliminary fact investigation and Complaint drafting to discovery and damages calculations, through settlement negotiations and finalization. The agreed fees amount is a reasonable compromise of these billed fees and costs.

WHEREFORE, Plaintiff and Defendant respectfully request that the Court review the Agreement filed under seal as Exhibit 1, approve their settlement as fair and reasonable, dismiss all claims in this case with prejudice, and retain jurisdiction over the matter to enforce the terms of settlement.

Respectfully submitted,

PLAINTIFF KIMBERLY DOYLE

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Page 3 of 5
Kimberly Doyle, et al. v. TPUSA, Inc.
U.S.D.C. (W.D. Tex.) No. 6:22-cv-854-ADA-JCM
Joint Motion for Approval of Settlement

69398343;2

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and   DEFENDANT TPUSA, INC.

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Page 4 of 5
Kimberly Doyle, et al. v. TPUSA, Inc.
U.S.D.C. (W.D. Tex.) No. 6:22-cv-854-ADA-JCM
Joint Motion for Approval of Settlement

69398343;2

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Joint Motion for Leave to File Sealed Documents was served via the Clerk of Court using the CM/ECF system this 3rd day of April, 2023, to: Colby Qualls, Esq., colby@sanfordlawfirm.com and Josh Sanford, Esq., josh@sanfordlawfirm.com, Counsel for Plaintiff, Sanford Law Firm, PLLC, Kirkpatrick Plaza, 10800 Financial Centre Parkway, Suite 510, Little Rock, Arkansas 72211.

/s/ Sarah Lis
Sarah J. Lis

Page 5 of 5
Kimberly Doyle, et al. v. TPUSA, Inc.
U.S.D.C. (W.D. Tex.) No. 6:22-cv-854-ADA-JCM
Joint Motion for Approval of Settlement

69398343;2